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Lucy Mavyan, Esq. (SBN 260811)  
2 **LAW OFFICES OF WESLEY H. AVERY, APC**  
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3 Pasadena, CA 91101-2105  
4 (626) 395-7576 (office)  
(661) 430-5467 (fax)  
5 wavery@thebankruptcylawcenter.com  
Attorney for John J. Menchaca, chapter 7 trustee  
6 *Fortis est veritas*

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**  
10

11 In re  
12 SILVA AGASYAN, an individual,  
13 Debtor.  
14 SSN XXX-XX-4548  
15  
16  
17  
18  
19

Case No. 2:22-bk-16660-NB  
Chapter 7

**REPLY TO OPPOSITION TO THE  
TRUSTEE'S APPLICATION TO  
EMPLOY REAL ESTATE BROKER;  
SUPPLEMENTAL DECLARATION IN  
SUPPORT THEREOF [11 U.S.C. § 328(a),  
FED. R. BANK. P. 2014 AND LOC.  
BANKR. R. 2014-1(B)(2)]**

Date: February 7, 2023  
Time: 11:00 a.m.  
Place: U.S. Courthouse  
Courtroom 1545  
255 E. Temple St.  
Los Angeles, CA 90012

20 **TO THE HONORABLE NEIL W. BASON, UNITED STATES BANKRUPTCY JUDGE, THE**  
21 **DEBTOR AND OTHER PARTIES IN INTEREST:**

22 **COMES NOW** the Trustee<sup>1</sup> in response to the opposition (the "Opposition") filed on  
23 January 18, 2023 as document # 31 by the Debtor's ex-husband Henrik Agasyan (the "Ex-  
24 Husband"), the Supplemental Declaration filed by the Ex-Husband on January 19, 2023 as  
25 document # 32 (the "Supplement") and the joinder (the "Joinder") filed by the Ex-Husband's family  
26

27 <sup>1</sup> All initially capitalized terms used herein shall have those meanings as defined in the subject  
28 Application filed as document # 24 on January 4, 2023.

1 law attorney Schweitzer Law Partners (the “Family Law Attorneys” or the “Ex-Husband’s Family  
2 Law Attorneys”).

3 1. The two grounds that the Court must consider in ruling on an employment  
4 application by a chapter 7 trustee is: (i) whether the professional is disinterested and (ii) whether the  
5 professional holds or represents an interest adverse to the Estate. See 11 U.S.C. § 327(a). See  
6 generally In re Tevis, 347 BR 679, 687 (Bankr. 9th Cir. 2006); In re Lee, 94 BR 172, 178 (Bankr.  
7 C.D. Cal. 1988). Neither the Ex-Husband nor his Family Law Attorneys aver that the Broker or its  
8 subject agent Aaron Juarez (“Juarez”) are not disinterested, or hold or represent an interest adverse  
9 to the Estate. Cf. Opposition, Supplement and Joinder *passim*. As such, the Opposition should be  
10 overruled on its face and the Application granted.

11 2. The Ex-Husband and his Family Law Attorneys also do not dispute that the Broker  
12 are Juarez are licensed by the California Department of Real Estate and are in good standing. Cf.  
13 Opposition, Supplement and Joinder *passim*. The gravamen of the Opposition is the *ipse dixit*  
14 argument that Juarez is not qualified to sell the Debtor’s vacant residence at 3506 Haven Way,  
15 Burbank CA 91504 (the “Residence”) because his office is in Claremont. If it were a requirement  
16 that real estate brokers to be employed by bankruptcy trustees must maintain an office in the city  
17 where the subject property is located very few applications would be approved by this Court. To  
18 the contrary, Juarez, though his previous employers such as Cal American Homes and ReMax  
19 Masters, has been employed 12 times by this Court to market and sell homes all over Los Angeles  
20 County and beyond for bankruptcy trustees at a wide array of price-points:

- 21 • 148 Ladera Monterey Park, CA 91755; listed on 10/07/13 for \$598,000 for Trustee  
22 John Menchaca; In re Lai, Case No. 2:13-BK-12623-RK.
- 23 • 81294 Avenida Tres Leguna, Indio, CA 92203; listed on 03/31/2015 for \$449,000  
24 for Trustee John Menchaca; In re Kaller, Case No. 1:13-BK-14171-MB.
- 25 • 11956 Azure Brentwood, CA 90049; listed on 10/14/2015 for \$2,600,000 for  
26 Trustee John Menchaca; In re Bernstein, Case No. 2:01-BK-24028-VZ.
- 27 • 12655 Dunrobin Downey, CA 90242; listed on 10/16/2015 for \$170,000 for Trustee  
28 John Menchaca; In re Santos, Case No. 2:15-BK-10580-TD.

- 1 • 329 Hawaiian Wilmington, CA 90744; listed on 03/24/2016 for \$367,000 for  
2 Trustee Wesley Avery; In re Gonzalez, Case No. 2:15-BK-25283-RK.
- 3 • 2500 Laurel Los Angeles, CA 90046; listed on 01/12/2017 for \$1,875,000 for  
4 Trustee Howard Ehrenberg; In re Riche, Case No. 2:16-BK-17275-ER.
- 5 • 605 Williamson Los Angeles, CA 90022; listed on 11/07/2017 for \$356,000 for  
6 Trustee Lynda Bui; In re Villanueva, Case No. 6:17-BK-12022-MW.
- 7 • 17917 Floorwood Torrance, CA 90504; listed on 07/21/2020 for \$765,000 for  
8 Trustee John Menchaca; In re Pitney, Case No. 2:19-BK-25098-RK.
- 9 • 3666 5th Ave. Los Angeles, CA 90018; listed on 08/18/2020 for \$655,000 for  
10 Trustee John Menchaca; In re Chavez, Case No. 2:19-BK-17411-RK.
- 11 • 9260 Alene Dr. Tujunga, CA 91042; listed on 06/21/21 for \$990,000 for Trustee  
12 Howard Ehrenberg; In re Castellanos, Case No. 2:20-BK-17140-BB.
- 13 • 450 Via Lido Soud Newport Beach, CA 92663; listed on 4/14/2021 for \$4,500,000  
14 for Trustee John Menchaca; In re Saber, Case No. 2:18-BK-16688-BB.
- 15 • 5996 Roosevelt Fontana, CA 92336; listed on 1/28/2022 for \$765,000 for Trustee  
16 Linda Bui; In re Lucke, Case No. 6:21-BK-13327-SC.

17 As such, it is not the location of the real estate office but instead the realtor's experience in dealing  
18 with debtors and their recalcitrant ex-spouses that is the most pertinent job skill for employment  
19 before this Court. That said, a list of positive Zillow reviews for Juarez are attached hereto and  
20 incorporated herein as **Exhibit D**.

21 3. The Trustee is aware of this Court's rule against dual agency. The Trustee and  
22 Juarez were under the impression that a 50/50 fee split (as to the listing broker's commission)  
23 between the Ex-Husband's broker Raz Zadorian and the Broker re the sale of the Residence (which  
24 would be subject to overbid and may be purchased by an overbidder) had been agreed to in  
25 principle. See, e.g. Application at 24. Any sale presented to this Court for approval will include a  
26  
27  
28

1 consensual and delineated fee split.<sup>2</sup>

2 4. A preliminary title report for the Residence is attached hereto and incorporated  
3 herein as **Exhibit E**. It is undisputed that the Residence is property of the Estate under 11 U.S.C. §  
4 541(a), and that this Court has jurisdiction to sell it. See 28 U.S.C. § 157(b)(2)(M). A sale of the  
5 Residence in the family law proceeding, even if not violative of the Bankruptcy Code, would be for  
6 the benefit of the respective lawyers in that proceeding only, and would result in no dividend for the  
7 unsecured creditors of the Estate. The Trustee asks the Court to take judicial notice of the fact that  
8 at the present time third-party unsecured proofs of claim filed in the Bankruptcy Case total over  
9 \$200,000<sup>3</sup> and the Trustee believes a reasonable dividend will be paid on those claims. The Trustee  
10 has made some progress in getting some of the disputed lienholders listed in Exhibit E to allow a  
11 sale of the Residence through this Court, with the liens of said lienholders to attach to the net  
12 proceeds, and said efforts will continue as to all disputed lienholders. The Trustee hopes that upon  
13 the sale of the Residence the division of the net proceeds will be resolved through mediation as  
14 opposed to litigation.

15 **WHEREFOR** the Trustee respectfully requests that the Application be granted and the  
16 Opposition overruled.

17 Dated: January 31, 2023

**LAW OFFICES OF WESLEY H. AVERY, APC**

18  
19 

20 Wesley H. Avery  
21 Attorney for John J. Menchaca, Chapter 7 Trustee  
22  
23  
24

25 <sup>2</sup> It should be noted that any hearsay emails or quote attributed to Juarez that are attached to the  
26 Opposition and the Supplement are innocuous and show nothing more than his desire to move a  
proposed transaction forward.

27 <sup>3</sup> Significantly, the Ex-Husband has not filed a proof of claim and he is listed by the Debtor as a  
28 disputed creditor whose claim is in an unknown amount. As such, a question arises as to his  
standing to bring the Opposition.

**DECLARATION OF AARON JUAREZ**

I, Aaron Juarez, declare:

1. I am a licensed real estate agent in good standing with the California Department of Real Estate. I am an employee of Claremont Capital, Inc., a California corporation dba Cal American Homes which holds California Department of Real License # 02092676 and is in good standing (the "Broker"), and am authorized to make this declaration on the Broker's behalf. The Broker is the proposed real estate broker for John J. Menchaca, the duly appointed and acting chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of the above-captioned debtor Silva Agasyan, an individual (the "Debtor"), in Case No. 2:22-bk-16660-NB (the "Bankruptcy Case"). This declaration is made in further support of the application (the "Application") filed as document # 24 on January 4, 2023. I have personal knowledge, information or belief of the facts set forth below, and, if called as a witness, could competently testify thereto under oath.

2. As averred in the Application, the Broker and myself are disinterested, and do not hold or represent an interest adverse to the Estate.

3. The gravamen of the Opposition is the *ipse dixit* argument that I am not qualified to sell the Debtor's vacant residence at 3506 Haven Way, Burbank CA 91504 (the "Residence") because my office is in Claremont. If it were a requirement that real estate brokers to be employed by bankruptcy trustees must maintain an office in the city where the subject property is located very few applications would be approved by this Court. To the contrary, through my previous employers such as Cal American Homes and ReMax Masters, I have been employed 12 times by this Court to market and sell homes all over Los Angeles County and beyond for bankruptcy trustees at a wide array of price-points:

- 148 Ladera Monterey Park, CA 91755; listed on 10/07/13 for \$598,000 for Trustee John Menchaca; In re Lai, Case No. 2:13-BK-12623-RK.
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4 John Menchaca; In re Santos, Case No. 2:15-BK-10580-TD.
- 5 • 329 Hawaiian Wilmington, CA 90744; listed on 03/24/2016 for \$367,000 for  
6 Trustee Wesley Avery; In re Gonzalez, Case No. 2:15-BK-25283-RK.
- 7 • 2500 Laurel Los Angeles, CA 90046; listed on 01/12/2017 for \$1,875,000 for  
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- 11 • 17917 Floorwood Torrance, CA 90504; listed on 07/21/2020 for \$765,000 for  
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- 15 • 9260 Alene Dr. Tujunga, CA 91042; listed on 06/21/21 for \$990,000 for Trustee  
16 Howard Ehrenberg; In re Castellanos, Case No. 2:20-BK-17140-BB.
- 17 • 450 Via Lido Soud Newport Beach, CA 92663; listed on 4/14/2021 for \$4,500,000  
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- 19 • 5996 Roosevelt Fontana, CA 92336; listed on 1/28/2022 for \$765,000 for Trustee  
20 Linda Bui; In re Lucke, Case No. 6:21-BK-13327-SC.

21 As such, it is not the location of the real estate office but instead the realtor's experience in dealing  
22 with debtors and their recalcitrant ex-spouses that is the most pertinent job skill for employment  
23 before this Court. That said, a list of positive Zillow reviews for me are attached hereto and  
24 incorporated herein as **Exhibit D**.

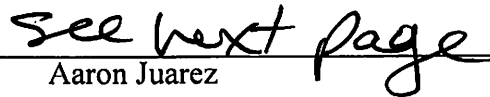
25 5. The Trustee is aware of this Court's rule against dual agency. The Trustee and  
26 myself were under the impression that a 50/50 fee split (as to the listing broker's commission)  
27 between the Ex-Husband's broker Raz Zadorian and the Broker re the sale of the Residence (which  
28 would be subject to overbid and may be purchased by an overbidder) had been agreed to in

1 principle. See, e.g. Application at 24. Any sale presented to this Court for approval will include a  
2 consensual and delineated fee split.

3 6. A true and correct copy of a preliminary title report for the Residence is attached  
4 hereto and incorporated herein as **Exhibit E**.

5 I declare under penalty of perjury under the laws of the United States of America that the  
6 foregoing is true and correct.

7 Executed this \_\_\_\_ day of January 2023, at Claremont, California.

8   
9 Aaron Juarez

- 12655 Dunrobin Downey, CA 90242; listed on 10/16/2015 for \$170,000 for Trustee John Menchaca; In re Santos, Case No. 2:15-BK-10580-TD.
- 329 Hawaiian Wilmington, CA 90744; listed on 03/24/2016 for \$367,000 for Trustee Wesley Avery; In re Gonzalez, Case No. 2:15-BK-25283-RK.
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- 605 Williamson Los Angeles, CA 90022; listed on 11/07/2017 for \$356,000 for Trustee Lynda Bui; In re Villanueva, Case No. 6:17-BK-12022-MW.
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- 9260 Alene Dr. Tujunga, CA 91042; listed on 06/21/21 for \$990,000 for Trustee Howard Ehrenberg; In re Castellanos, Case No. 2:20-BK-17140-BB.
- 450 Via Lido Soud Newport Beach, CA 92663; listed on 4/14/2021 for \$4,500,000 for Trustee John Menchaca; In re Saber, Case No. 2:18-BK-16688-BB.
- 5996 Roosevelt Fontana, CA 92336; listed on 1/28/2022 for \$765,000 for Trustee Linda Bui; In re Lucke, Case No. 6:21-BK-13327-SC.

As such, it is not the location of the real estate office but instead the realtor's experience in dealing with debtors and their recalcitrant ex-spouses that is the most pertinent job skill for employment before this Court. That said, a list of positive Zillow reviews for me are attached hereto and incorporated herein as **Exhibit D**.

5. The Trustee is aware of this Court's rule against dual agency. The Trustee and myself were under the impression that a 50/50 fee split (as to the listing broker's commission) between the Ex-Husband's broker Raz Zadorian and the Broker re the sale of the Residence (which would be subject to overbid and may be purchased by an overbidder) had been agreed to in principle. See, e.g. Application at 24. Any sale presented to this Court for approval will include a consensual and delineated fee split.

6. A true and correct copy of a preliminary title report for the Residence is attached hereto and incorporated herein as **Exhibit E**.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 1/31/23 day of February 2023 at Claremont, California.

  
Aaron Juarez



**Exhibit D**

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

9/21/2022 - andrade15802

Sold a Condo home in 2022 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

The best team by far! A great experience, very knowledgeable of the real estate market, personal and professional, kept us afloat of every step in the process, from the initial listing, open house, and multiple offers. Offer accepted, inspection scheduled, and closing without a hitch. I definitely would Recommend The Aaron Juarez Team, they are professional, personable and truly one of the best!

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

9/16/2022 - TrajanXavierSung

Bought a Single Family home in 2022 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron is great. He represented me so well during a buying transaction that I had to work with him for a selling transaction as well.

He's knowledgeable, patient, understanding and gets things done. Save yourself trouble and do it right the first time with Aaron and his team.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/28/2022 - Lauren Wendt

Bought and sold a Single Family home in 2022 in Upland, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Very happy with the service we received from Aaron and his team. They we're quick to take action and kept us well informed throughout the entire process. Would definitely recommend!

**Highly likely to recommend** | **5.0** ★

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**Highly likely to recommend** | **5.0**★

[Report a problem](#)

4/27/2021 - moniqueg098

Bought a Single Family home in 2021 in San marcos, CA.

Review for Member: [Brett Stevenson](#)

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

I cannot say enough positive things about Brett and our experience with her as our agent. My husband and I just closed on an amazing home thanks to her. Brett was incredibly professional, knowledgeable, responsive and helpful throughout our entire process. It is clear that real estate and helping people buy and sell homes is her passion. She was always positive and it never seemed like she approached any steps along the way as work.

[+ Show more](#)

**Highly likely to recommend** | **5.0**★

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4/26/2021 - user0033496

Bought and sold a Condo home in 2020 in Ontario, CA.

Review for Member: [Brett Stevenson](#)

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

Brett helped my wife and I buy a home in Ontario and then sell that same home six months later when Covid changed our family plans.

As our "Buying Agent" she was enthusiastic about our process as first time home buyers, she was realistic with regard to what and where we could afford to look, and she was an exceptional communicator throughout the process. She

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**Highly likely to recommend** | **5.0**★

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4/20/2021 - michalcantar23

Sold a Single Family home in 2021 in Chino, CA.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

Aaron Juarez and his team went above and beyond to help sell our home! Aaron was extremely helpful with getting the house ready and offering his knowledge and experience to give our family the best outcome. We will definitely use Aaron and his team in the future.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

10/18/2020 - ashikpopat

Sold a Single Family home in 2020 in Eastvale, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Outstanding service from Aaron and his team. Kind, friendly and always on top of things. Most importantly, he made the process simple and straightforward.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

10/7/2020 - zuser20140502143512574

Sold a Single Family home in 2020 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

The Aaron Juarez Team has been our family's go to for real estate over the past 5 years. They have made every step of the process easy and understandable. Not only have they provided exceptional real estate advice, they have treated our family as one of their own. We are now residing in our dream home, and would not have been able to make it happen without this amazing team! Thank you from the bottom of our hearts!

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

3/3/2020 - zuser20191020080855681

Bought and sold a Single Family home in 2020 in Upland, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron Juarez and the Aaron Juarez team are hardworking, knowledgeable, attentive, and have an amazing work ethic. Their quick response to our questions and/or concerns were addressed immediately and put at us at ease. Aaron's expertise in the real estate process and local area are evident and helped us in selling and buying in record time.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

11/14/2019 - Rosslyn Pacheco

Sold a Single Family home in 2019 in Eastvale, CA.

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

8/1/2019 - Theresa Nguyen

Bought a Single Family home in 2019 in Chino, CA.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

Buying our first home in such a crunch time period while living out of state was stressful but Aaron and his team made this dream a reality! We are highly satisfied with how knowledgeable, professional, and responsive Aaron is! He also went above and beyond to help us close escrow early and to get necessary repairs done while we were out of state (and out of the country!). He is thoughtful and easy to talk to. We have been recommending him to everyone so far! He

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**Highly likely to recommend** | **5.0**★

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1/23/2019 - ashlywarrick11

Sold a Single Family home in 2018 in Chino, CA.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

☆☆☆☆☆ Negotiation skills

My wife and I worked with Aaron and his team to sell our home and we really can't say enough good things about him and his team. We contacted Aaron initially based on positive online reviews, and couldn't have been more satisfied with the process. He was knowledgeable, approachable, and patient. I hope we're in our new home for a long time, but If we were to move later down the line, we wouldn't hesitate to work with Aaron and his team again or give him anything but

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**Highly likely to recommend** | **5.0**★

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12/24/2018 - BGMASSOUDI

Bought and sold a Single Family home in 2018 in Chino hills, CA.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

We highly, strongly, passionately recommend Aaron for all your real estate needs! Selling and buying a house is no joke. Aaron from day 1 was very understanding and patient with my husband and I. He never waived any frustration with our lack of knowledge and ALWAYS patiently explained every step of the way. We are convinced it's because of AARON THAT OUR HOME SOLD AT TOP DOLLAR DURING THE HOLIDAY SEASON!!! It's also because of AARON that we

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**Highly likely to recommend** | **5.0** ★

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8/20/2018 - dee mcgroarty

Sold a Single Family home in 2018 in Corona, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron was extremely responsive to any questions and immediately returned text or called. Made the processes easy and had great instincts regarding when action needed to be taken in uncertain situations. Would recommend Aaron Juarez to friends and family.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

8/13/2018 - tabs720

Sold a Single Family home in 2018 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron and his team were very knowledgeable, professional, motivated, and responsive during the entire process. We were worried about not getting our asking price and not selling quick enough. He reassured us anytime we had questions/worries. After our final open house, we got a few offers over \$10k of our asking price AND sold in about a month! The process went smoothly even when we hit a road bump when it came to the solar panel companies. His

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**Highly likely to recommend** | **5.0** ★

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8/8/2018 - Iraida Andrade

Bought and sold a Single Family home in 2018 in Rancho Fontana, Fontana, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron and his team are very knowledgeable and professional. They made our purchase very smooth and his team communicated with us about the process throughout the way. This was very important to us! If you're looking for a friendly, and efficient team, then you've got to work with Aaron and his team!

**Highly likely to recommend** | **5.0** ★

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7/29/2018 - destiny mcgroarty4

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/19/2018 - Marina Nguyen

Bought and sold a Condo home in 2018 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron Juarez & team helped my husband and I purchase our first home together and really can't say enough good things about Aaron and his team. Aaron and Joy are knowledgeable, reliable, personable, and just a joy to work with. We were very happy with our buying and selling experience with them and would totally recommend them to friends and family.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

10/10/2017 - shaynahsu75

Sold a Single Family home in 2017 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron got our house sold so fast and above asking price. We are so impressed with his negotiating skills. He very personable and patient with us and our buyer.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

8/7/2017 - ngn23

Bought and sold a Single Family home in 2017 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Nothing but the best! The Aaron Juarez Team provides exceptional service to their clients. They go above and beyond to ensure your home buying experience is smooth and enjoyable no matter what dynamics they are faced with. They stand by their word by following through with all they promise. The Aaron Juarez Team is outstanding at communicating with their clients and they never makes you feel like you have too many questions, requests or concerns. This team by

+ Show more

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

7/18/2017 - sotelos4

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

4/3/2017 - mandymurray13

Bought and sold a home in 2017 in CA 92880.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

We recently decided to move, which is always a stressful situation. With a toddler and a newborn, we knew it was going to be an incredibly challenging process. So, we enlisted the help of Aaron Juarez and prepared ourselves for the challenges ahead. Working with Aaron and his team has been amazing. We expressed our interests and he immediately began showing us relevant properties. If a new listing that met our criteria came up, he'd get us in right

[+ Show more](#)

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

3/9/2017 - dayatstarbucks

Bought a home in 2017 in CA 91708.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

Aaron was very knowledgeable, helpful, and extremely responsive. He knew the Chino area very well. His timeliness and communication with all parties were very thorough and reliable.

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

2/27/2017 - jennifer m tamayo

Sold a Townhouse home in 2017 in Chino, CA.

★★★★★ Local knowledge

★★★★★ Process expertise

★★★★★ Responsiveness

★★★★★ Negotiation skills

Aaron and Joy have both been pivotal to the success of the sale of our town home and the purchase of our brand new home. Aaron is extremely professional and was always available to answer any real estate inquiries we had. Joy was unbelievably amazing. She was patient every step of the way, empathic of the emotional ties we had letting our town home go. She walked us through the entire process with positivity and optimism from beginning to end. She listened to

[+ Show more](#)

**Highly likely to recommend** | **5.0**★

[Report a problem](#)



**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

6/28/2016 - Lewis and Chanel

Sold a Single Family home In 2016 In Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Sold as promised! Aaron is very professional, polite, and extremely helpful. If you are seeking to find or sell your home in the Preserve, Eastvale, and surrounding areas, my wife and I without a doubt recommend that you consult with Aaron and his team. Joy, his assistant is extremely sweet and friendly. They both made our experience painless and stress free.

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

4/25/2016 - Rosslyn Pacheco

Found a tenant for a home in CA 92880.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Words cannot express the gratitude and appreciation we have for Aaron Juarez and Team! They are dedicated, efficient, professional, knowledgeable, reliable, dependable, trustworthy and personable. We were completely impressed and satisfied with the services we received during the sale and purchase of our new home. They sold our home quickly and efficiently, allowing my family and I to purchase the house of our dreams. If you want a team that goes above and

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

3/23/2016 - oscar guel

Sold a Single Family home in 2016 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron and his team are by far the most professional real estate agents we've come across. After hearing our situation and needs for the sale of our home, Aaron gave us a no nonsense analysis and immediately got to work and sold of our home in less than 10 Days for full asking price.

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

9/18/2015 - dlz21

Bought a Single Family home in 2015 in Inglewood, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron and his team were amazing! They helped me every step of the way when it came to securing my first home. I had many questions going in and they were able to answer every one of them in a timely and detailed manner.

Lucia(associate) showed me many beautiful properties before matching me with the perfect home. They were very responsive and were always able to accommodate my schedule.

[+ Show more](#)

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

9/18/2015 - fam salcedo56

Bought a Single Family home in 2015 in Walnut, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

We recently had the opportunity of working with Lucia Camarillo. Lucia worked relentlessly to find a home which fit our needs. Lucia was available at a moments notice. Lucia explained the complete purchase process, and most importantly was there with us to explain each document we signed. There was no hidden agenda for Lucia, and was very straight forward.

[+ Show more](#)

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

6/17/2015 - Michaun Eaker

Sold a Condo home In 2015 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

I tried a few agents before calling Aaron and WHAT A DIFFERENCE! Aaron and his team really helped me through one of the most difficult transitions of my life. He was very professional, knowledgeable, and always accessible. So grateful for you and your team Aaron I couldn't of asked for a better experience. Thanks for your dedication to selling my home for me and my family!!

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

3/23/2015 - Christian Da Costa  
Bought a home in 2012 in CA 92880.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron Juarez and his team of agents helped my family and I with a purchase of our home in 2012. They are committed to service excellence in the Real Estate Industry and assist with all aspects of your transaction. As our Agent we were challenged with cross qualifying with the seller and his selected agent/lending company. The Juarez team and our lending company met this challenge and made it easy for us to process our transaction even when the tides turned for

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

3/14/2015 - bfloyd03  
Bought a Condo home in 2008 in Corona hills, Corona, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron is an amazing realtor. Even though we knew he had many other clients, we always felt like his most important one. He was never condescending and helped us understand what was going on in the process in real terms, no jargon or b.s. He truly had our best interest in mind and told us the straight truth about a house or deal. He went above and beyond to help us every step of the way. Even years after we bought our house I still call him for advise and it feels like

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

3/8/2015 - kpkbabu  
Sold a Single Family home in 2014 in Corona valley, Corona, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron helped me sell my house in Eastvale this past December 2014. He was able to find a buyer in less than 20 days after the house was listed. He staged the house beautifully and made sure the right the house was sold to the right buyer even though there were couple of offers. He did all the due diligence and presented to us the right one which eliminated all the extra time we would have spent reviewing otherwise. Also, us being out of state - Aaron handled

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★[Report a problem](#)

3/1/2015 - mainchief

Bought a home in 2012 in CA 90022.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

I would highly recommend Aaron to a family or friend if looking for a resourceful, family oriented, and well accomplished agent. He focuses his energy and time into finding a house that accommodated our needs.

**Highly likely to recommend** | **5.0** ★[Report a problem](#)

2/26/2015 - mrplox

Bought a home in 2015 in CA 92505.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Question asked, question properly answered! This team knows what they are doing! Whether buying or selling a home, I highly recommend them. Always there for us, what ever questions we have, they're answered thoroughly. Patient and assertive and always looking for your best interest. Highly recommended

**Highly likely to recommend** | **5.0** ★[Report a problem](#)

2/26/2015 - courtneylines

Bought a Single Family home in 2014 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

We could not be happier with Aaron Juarez. We were first time home buyers, which meant we were both nervous and skeptical; Aaron made us feel comfortable and realize that what we wanted was possible. Within a week he found us our dream home. A month later we were settled into our new home. He's professional and will jump through hoops for you. You will not be disappointed in Aaron and his amazing team.

[+ Show more](#)**Highly likely to recommend** | **5.0** ★[Report a problem](#)

2/26/2015 - fred\_clemons

Bought and sold a Single Family home in 2015 in Eastvale, CA.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/26/2015 - fbcardenas25

Bought a home in 2014.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Working with Aaron and his team was great. He was extremely knowledgeable of the area I wanted to buy and his negotian skills were excellent, he got me a great deal on the house. His team was quick to respond to all my questions and any issues that occur they took care of them ASAP.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/26/2015 - CINDY DAVIS

Sold a home in 2000.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Very helpful and respectful. This business is not always easy or honest in my opinion and selling and buying is so stressful for both parties. Aaron was gracious in the unfortunate loss of our beautiful house of 25 years in Chino Hills. A life changing event due to economics which devastated this family as losing a house can

I mention this because Aaron brought a common ground and respect to our situation. He is a kind man and very

**+ Show more**

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/26/2015 - IRAIDA ANDRADE

Bought and sold a home in 2012 in CA 91764.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

I first met Aaron 11 years ago when I purchased my first home. It was a very lengthy process because of my specific wants and Aaron was very professional and consistent from the very first day.

His persistence and constant contact allowed me to be able to purchase my first home. <br/><br/>Fast forward 11 years...I need a bigger home because of my growing family. Aaron was able to sell my home quickly while finding my

**+ Show more**

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

6/2/2014 - inchewition

Bought a Single Family home in 2011 in Chino hills, CA.

☆☆☆☆☆ Local knowledge

☆☆☆☆☆ Process expertise

☆☆☆☆☆ Responsiveness

☆☆☆☆☆ Negotiation skills

Aaron worked tirelessly to accommodate our needs and requests. He is an expert in local real estate and is always available to his clients! He listens to his clients and is able to provide solutions for them.

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

5/29/2014 - vcsilver

Sold a Single Family home in 2013 in Chino, CA.

☆☆☆☆☆ Local knowledge

☆☆☆☆☆ Process expertise

☆☆☆☆☆ Responsiveness

☆☆☆☆☆ Negotiation skills

Aaron was really great when I sold my townhouse in Chino in August 2013. We listed in the summer and had an offer within a couple of weeks. I sold my townhouse for a great price and Aaron was so easy to work with through-out the entire process. I work full-time and my schedule is all over the place and I never felt stressed; he took care of everything. I just needed to show up to sign paperwork. Great process and I would work with him again.

**+ Show more**

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

5/29/2014 - ins11

Sold a Single Family home in 2013 in Corona valley, Corona, CA.

☆☆☆☆☆ Local knowledge

☆☆☆☆☆ Process expertise

☆☆☆☆☆ Responsiveness

☆☆☆☆☆ Negotiation skills

Doing business with Arron and his team is alway a pleasure, They sold my home quickly and efficently and a very professional manner. I would highly recommend Arron to my family and friends for thier Real Estate needs

**Highly likely to recommend** | **5.0**★

[Report a problem](#)

5/28/2014 - kathyt21275

Sold a Single Family home in 2013 In Corona valley, Corona, CA.

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/24/2013 - user7485289

Bought a Condo home in 2013 in Chino, CA.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

Aaron and Don did a wonderful job helping my husband and I find a home. We knew the neighborhood we wanted, and they provided great insight as to the market there. We were instantly receiving listings for the neighborhood. The contact between Don, Aaron and myself was great. Their office is also super helpful too! They made us feel comfortable and confident in our decision to purchase a home. At no point did we ever feel pressured or

[+ Show more](#)

**Highly likely to recommend** | **5.0** ★

[Report a problem](#)

2/7/2013 - TonyGarcia2

Bought a home in 2012 in CA 91710.

★ ★ ★ ★ ★ Local knowledge

★ ★ ★ ★ ★ Process expertise

★ ★ ★ ★ ★ Responsiveness

★ ★ ★ ★ ★ Negotiation skills

AARON WAS REFERRED TO ME FROM A FRIEND. I WAS A LITTLE RELUCTANT TO CALL BECAUSE THE PROCESS OF BUYING A HOME SEEMED SO COMPLICATED. AS SOON AS I GOT OFF THE PHONE AFTER MY FIRST CALL AARON WAS SENDING ME LISTING THAT AFTERNOON. HE TOOK MY INFORMATION AND REFERRED ME TO A FINANCE COMPANY AND FROM THAT MOMENT ON I WAS RUNNING TO KEEP UP. AARON KEPT ME INFORMED OF ALL THE IN

[+ Show more](#)

< 8 9 10 11 12 13 **14** >

## Service areas (48)

Lytle Creek, CA

Chino Hills, CA

West Covina, CA

Anaheim, CA

La Habra Heights, CA

Mira Loma, Jurupa Valley, CA

Glendora, CA

Whittier, CA

Brea, CA

Pomona, CA

Baldwin Park, CA

Ontario, CA

Silverado, CA

La Habra, CA

Yorba Linda, CA

[+ Show all service areas \(48\)](#)

**Exhibit E**



**CLTA Preliminary Report Form**  
(Rev. 11/06)

Order Number: 6917300  
Page Number: 1



*First American Title*

## **First American Title Company**

**207 Goode Avenue, Suite 410  
Glendale, CA 91203**

California Department of Insurance License No. 151

Sebastian Amirian  
Better Escrow Service  
3303 West Burbank Boulevard  
Burbank, CA 91505  
Phone: (818)381-5646x105  
Fax:

Customer Reference: AGASYAN

Title Officer:	Michelle Pascual / Mina Chin
Phone:	(818)550-2501
Fax No.:	(866)878-7977
E-Mail:	michelle.pascual@firstam.com

E-Mail Loan Documents to:	Lenders please contact the Escrow Officer for email address for sending loan documents.
---------------------------	---

Borrower:	Silva Agasyan
Property:	3506 Haven Way Burbank, CA 91504

### **PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

**CLTA Preliminary Report Form**  
(Rev. 11/06)

Order Number: 6917300  
Page Number: 2

**Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Order Number: **6917300**  
Page Number: 3

Dated as of December 02, 2022 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Ext Loan Policy if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy (with Western Regional Exceptions) and the ALTA Loan Policy if the land described is an unimproved residential lot or condominium unit.

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Silva Agasyan, A Married Woman as Her Sole and Separate Property, Subject to Exception No. 19

Subject to Proceedings Pending in The United States Bankruptcy District Court of U.S Bankruptcy Court Central District of California (Los Angeles) Entitled in Re Silva Agasyan, Case No. 2:22-Bk-16660-NB, Wherein A Petition for Relief Was Filed under Chapter 7

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$9,094.01, DELINQUENT
Penalty:	\$909.40
Second Installment:	\$9,094.01, OPEN
Penalty:	\$0.00
Tax Rate Area:	12-02530
A. P. No.:	2471-048-011

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: PUBLIC UTILITIES and incidental purposes affecting said land.

Order Number: **6917300**  
Page Number: 4

4. An easement for WATER PIPES, ELECTRIC LINES AND ROADS FOR INGRESS AND EGRESS and incidental purposes in the document recorded in Book 2519 of Deeds, Page 8.

The location of the easement cannot be determined from record information.

5. Covenants, conditions, and restrictions in the document recorded as BOOK M-3899, PAGE 725 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
6. Covenants, conditions, and restrictions in the document recorded NOVEMBER 14, 1983 as INSTRUMENT NO. 83-1341625 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
7. The terms and provisions contained in the document entitled "LANDSCAPING AND IRRIGATION AGREEMENT" recorded FEBRUARY 21, 1986 as INSTRUMENT NO. 86-230238 OF OFFICIAL RECORDS.
8. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Los Angeles County, recorded MARCH 15, 2018, as INSTRUMENT NO. 18-248998 OF OFFICIAL RECORDS.

Debtor: AGASYAN, HENRIK AND SILVA TRS  
Year & No.: 17/40452047  
Amount: \$530.10, and any other amounts due thereunder.

9. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Los Angeles County, recorded MARCH 15, 2018, as INSTRUMENT NO. 18-248999 OF OFFICIAL RECORDS.

Debtor: AGASYAN, HENRIK AND SILVA TRS  
Year & No.: 17/40452048  
Amount: \$1184.64, and any other amounts due thereunder.

Order Number: **6917300**  
Page Number: 5

10. A deed of trust to secure an original indebtedness of \$1,188,000.00 recorded JULY 25, 2019 as INSTRUMENT NO. 19-730010 OF OFFICIAL RECORDS.  
Dated: JULY 19, 2019  
Trustor: SILVA AGASYAN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY  
Trustee: LAWYERS TITLE BURBANK  
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
LENDER: PARKSIDE LENDING, LLC

According to the public records, the beneficial interest under the deed of trust was assigned to WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR PSMC 2019-2 TRUST by assignment recorded JULY 01, 2022 as INSTRUMENT NO. 22-686731 OF OFFICIAL RECORDS.

11. A deed of trust to secure an original indebtedness of \$400,000.00 recorded OCTOBER 04, 2019 as INSTRUMENT NO. 19-1054025 OF OFFICIAL RECORDS.  
Dated: SEPTEMBER 05, 2019  
Trustor: SILVA AGASYAN AND HENRIK AGASYAN, MARRIED TO EACH OTHER  
Trustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
Beneficiary: U.S. BANK, N.A.

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

12. Any right, title or interest of HENRIK AGASYAN, as disclosed by the document recorded OCTOBER 04, 2019 as INSTRUMENT NO. 19-1054025 of Official Records.
13. Notice of pendency of action recorded JANUARY 29, 2020 as INSTRUMENT NO. 2020-113758 OF OFFICIAL RECORDS.

Court: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES  
Case No.: 19STFL15220  
Plaintiff: HENRIK AGASYAN  
Defendant: SILVA AGASYAN  
Purpose: AFFECTS TITLE

Withdrawal or Expungement of Lis Pendens recorded MARCH 21, 2022, Instrument No. 2022-321510, Official Records. **Approval from the Underwriting Department of First American must be obtained before the Lis Pendens will be removed as an exception.**

14. A deed of trust to secure an original indebtedness of \$120,000.00 recorded MAY 10, 2021 as INSTRUMENT NO. 21-742830 OF OFFICIAL RECORDS.  
Dated: MARCH 17, 2021  
Trustor: HENRIK AGASYAN  
Trustee: FIDELITY NATIONAL TITLE, A CALIFORNIA CORPORATION  
Beneficiary: SCHWEITZER LAW PARTNERS, APC

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Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

15. A claim of lien recorded NOVEMBER 08, 2021 as INSTRUMENT NO. 21-1665782 OFFICIAL RECORDS.

Lien claimant: MADRID EQUIPMENT RENTAL INC.  
Debtor: SYLVIA AGASYAN  
Amount: \$55,000.00

16. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded NOVEMBER 08, 2021 as INSTRUMENT NO. 21-1665782 of Official Records.

17. A deed of trust to secure an original indebtedness of \$120,000.00 recorded FEBRUARY 01, 2022 as INSTRUMENT NO. 22-127984 OF OFFICIAL RECORDS.

Dated: JANUARY 12, 2022  
Trustor: HENRIK AGASYAN  
Trustee: FIDELITY NATIONAL TITLE, A CALIFORNIA CORPORATION  
Beneficiary: SCHWEITZER LAW PARTNERS, APC

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

18. Lien for FAMILY LAW ATTORNEY'S FEE in favor of BOYAMIAN LAW, INC.

Against: HENRIK AGASYAN  
Amount: \$100,000.00  
Recorded: MARCH 14, 2022 as INSTRUMENT NO. 22-291469 of Official Records.

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19. Notice of pendency of action recorded MAY 02, 2022 as INSTRUMENT NO. 22-475778 OF OFFICIAL RECORDS.

Court: SUPERIOR COURT FOR THE STATE OF CALIFORNIA FOR THE  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
Case No.: 19STFL15220  
Plaintiff: HENRIK AGASYAN  
Defendant: SILVA AGASYAN  
Purpose: DISSOLUTION OF MARRIAGE

20. Notice of pendency of action recorded JUNE 24, 2022 as INSTRUMENT NO. 2022-662262 OF OFFICIAL RECORDS.

Court: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE  
COUNTY OF LOS ANGELES  
Case No.: 22STCV20385  
Plaintiff: SONYA MELKONYAN  
Defendant: HENRIK AGASYAN, AN INDIVIDUAL; SILVA AGASYAN, AN  
INDIVIDUAL; GLEN OAKS ESCROWING INC AND DOES 1  
THROUGH 25 INCLUSIVE  
Purpose: AFFECTS THE RIGHT OF POSSESSION OF REAL PROPERTY

Withdrawal or Expungement of Lis Pendens recorded AUGUST 11, 2022, Instrument No. 2022-810426, Official Records. **Approval from the Underwriting Department of First American must be obtained before the Lis Pendens will be removed as an exception.**

21. A deed of trust to secure an original indebtedness of \$120,000.00 recorded JULY 19, 2022 as INSTRUMENT NO. 22-738256 OF OFFICIAL RECORDS.

Dated: JUNE 29, 2022  
Trustor: HENRIK AGASYAN  
Trustee: FIDELITY NATIONAL TITLE, A CALIFORNIA CORPORATION  
Beneficiary: SCHWEITZER LAW PARTNERS, APC

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

22. Proceedings pending in the Bankruptcy Court of the U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA (LOS ANGELES) District of the U.S. District Court, CALIFORNIA, entitled in re: SILVA AGASYAN, debtor, Case No. 2:22-BK-16660-NB, wherein a petition for relief was filed under Chapter 7 on DECEMBER 06, 2022.

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23. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
24. Water rights, claims or title to water, whether or not shown by the Public Records.
25. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.



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<b>INFORMATIONAL NOTES</b>
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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 3506 HAVEN WAY, BURBANK, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. It appears that a work of improvement is in progress or recently completed on the land. The Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.
4. NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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**LEGAL DESCRIPTION**

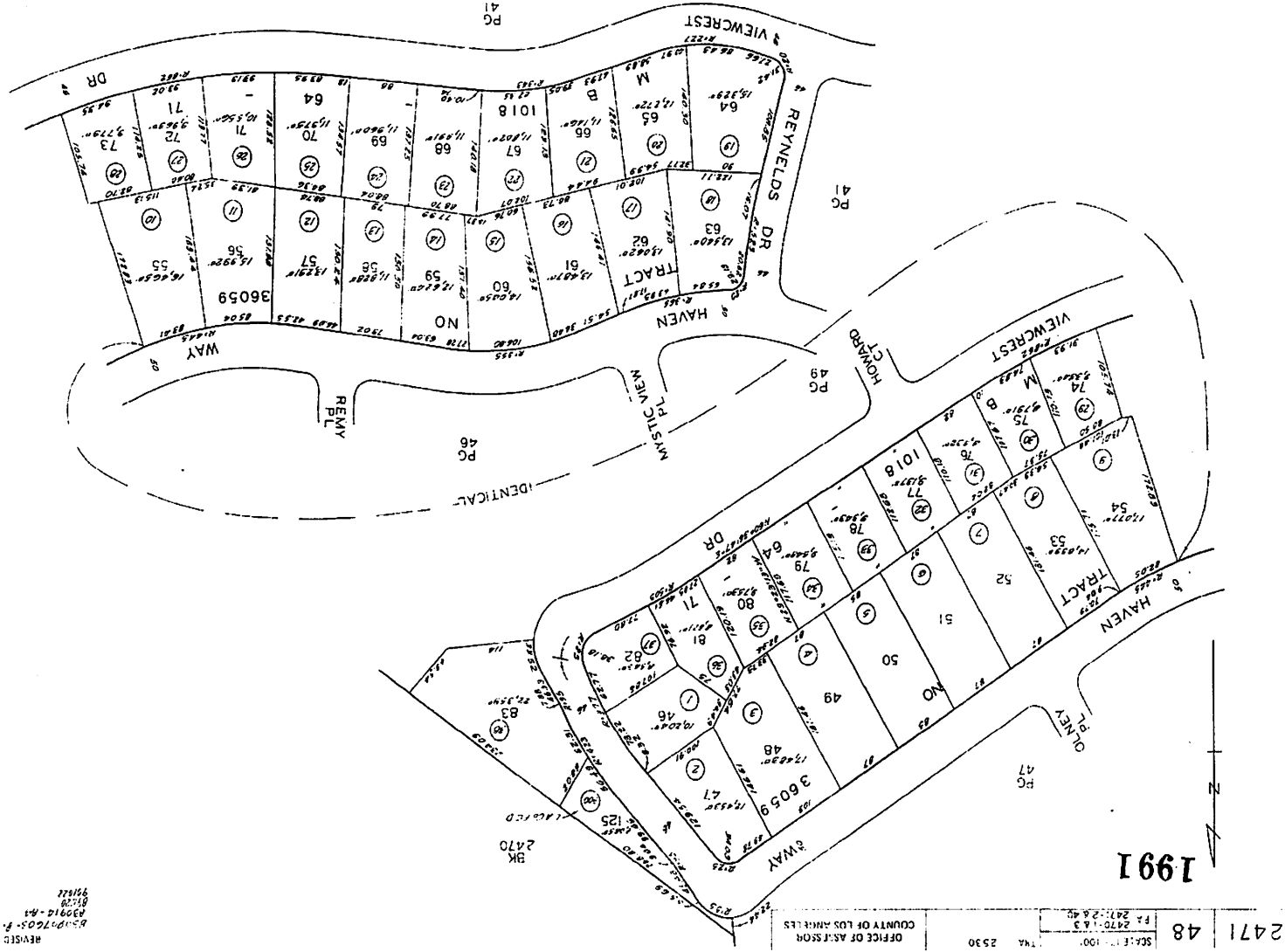
Real property in the City of Burbank, County of Los Angeles, State of California, described as follows:

LOT 56 OF TRACT NO. 36059, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1018, PAGES 64 THROUGH 71 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2471-048-011

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REVISIT  
R-5-D-7605-B  
R30914-A1  
8/1/20  
9/16/22



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***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

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**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**  
**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]**  
**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

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**ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]**  
**CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]**  
**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

**EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

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uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**2006 ALTA OWNER'S POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. I am an employee of Law Offices of Wesley H. Avery, APC, and my business address is 758 E. Colorado Blvd. Ste. 210, Pasadena, CA 91101. A true and correct copy of the foregoing document entitled (*specify*): **Notice of Hearing** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) January 31, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Wesley H Avery** wes@averytrustee.com,  
lucy@averytrustee.com;alexandria@averytrustee.com
- **Samuel Mushegh Boyamian** samuel@marguliesfaithlaw.com,  
angela@marguliesfaithlaw.com,helen@marguliesfaithlaw.com,vicky@marguliesfaithlaw.co  
m
- **Sevan Gorginian** sevan@gorginianlaw.com,  
2486@notices.nextchapterbk.com;ani@gorginianlaw.com
- **Stella A Havkin** stella@havkinandshrago.com, shavkinesq@gmail.com
- **Stephen E Hyam** stephen.hyam@offitkurman.com
- **John J Menchaca (TR)** jmenchaca@menchacacpa.com,  
ca87@ecfcbis.com;igaeta@menchacacpa.com
- **Selena Rojhani** srojhani@rojhanilawgroup.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (*date*) January 31, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Hon. Barry Russell, USBC, 255 E. Temple Street # 1660, Los Angeles CA 90012

Debtor Silva Agasyan, 7124 Valmont Street #4, Tujunga CA 91042-2380

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) January 31, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method)

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

1/31/23

Date

Lupe Castillo

Printed Name

/s/ Lupe Castillo

Signature